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9 INFORMATION SERVICES LLC

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN JOSE DIVISION**

MOHAMED ABOUELHASSAN,  
PRO SE,

Plaintiff,

v.

CHASE BANK, EXPERIAN, EQUIFAX  
CREDIT INFORMATION SERVICES,  
INC., TRANSUNION, DOE 1, aka "B-  
Line," inclusive,

Defendants.

Case No. 5:07-cv-03951 PVT

**EQUIFAX INFORMATION SERVICES  
LLC'S ANSWER AND AFFIRMATIVE  
DEFENSES TO COMPLAINT**

COMES NOW Defendant EQUIFAX INFORMATION SERVICES LLC [sued and  
served herein as EQUIFAX CREDIT INFORMATION SERVICES, INC.] ("Equifax"), through  
its undersigned counsel, and for its answer and affirmative defenses to Plaintiff's Complaint,  
states as follows.

**ANSWER**

1. Equifax is without knowledge or information sufficient to form a belief as to the  
truth of the allegations contained in Paragraph 1 of Plaintiff's Complaint and therefore denies the  
same.

2. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiff's Complaint.

3. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Plaintiff's Complaint.

4. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiff's Complaint.

5. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of Plaintiff's Complaint.

### **GENERAL ALLEGATIONS**

6. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Complaint.

7. Equifax denies the allegations contained in Paragraph 7 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 7 of Plaintiff's Complaint.

8. Equifax denies the allegations contained in Paragraph 8 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 8 of Plaintiff's Complaint.

### **FIRST CAUSE OF ACTION**

#### **(Libel Defamation and Professional Negligence-Against all Defendants)**

9. In response to Paragraph 9 of Plaintiff's Complaint, Equifax reasserts and realleges its responses and defenses as set forth above.

10. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of Plaintiff's Complaint.

11. Equifax denies the allegations contained in Paragraph 11 as they pertain to Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 11 of Plaintiff's Complaint.

1           12.     Equifax is without knowledge or information sufficient to form a belief as to the  
2 truth of the allegations contained in Paragraph 12 of Plaintiff's Complaint.

3           13.     Equifax denies the allegations contained in Paragraph 13 as they pertain to  
4 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
5 of the remaining allegations contained in Paragraph 13 of Plaintiff's Complaint.

6           14.     Equifax denies the allegations contained in Paragraph 14 as they pertain to  
7 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
8 of the remaining allegations contained in Paragraph 14 of Plaintiff's Complaint.

9           15.     Equifax denies the allegations contained in Paragraph 15 as they pertain to  
10 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
11 of the remaining allegations contained in Paragraph 15 of Plaintiff's Complaint.

12           16.     Equifax denies the allegations contained in Paragraph 16 as they pertain to  
13 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
14 of the remaining allegations contained in Paragraph 16 of Plaintiff's Complaint.

15           17.     Equifax denies the allegations contained in Paragraph 17 as they pertain to  
16 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
17 of the remaining allegations contained in Paragraph 17 of Plaintiff's Complaint.

18           18.     Equifax denies the allegations contained in Paragraph 18 as they pertain to  
19 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
20 of the remaining allegations contained in Paragraph 18 of Plaintiff's Complaint.

21           19.     Equifax is without knowledge or information sufficient to form a belief as to the  
22 truth of the allegations contained in Paragraph 19 of Plaintiff's Complaint.

23           20.     Equifax denies the allegations contained in Paragraph 20 as they pertain to  
24 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
25 of the remaining allegations contained in Paragraph 20 of Plaintiff's Complaint.

26           21.     Equifax denies the allegations contained in Paragraph 21 as they pertain to  
27 Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth  
28 of the remaining allegations contained in Paragraph 21 of Plaintiff's Complaint.

22. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiff's Complaint.

**REQUEST FOR RELIEF**

23. Equifax denies that Plaintiff is entitled to any of the relief set for in his prayer for relief, including each and every subpart.

**AFFIRMATIVE DEFENSES**

24. Without assuming the burden of proof where it otherwise rests with the Plaintiff, Equifax pleads the following defenses to Plaintiff's Complaint:

**FIRST AFFIRMATIVE DEFENSE**

25. Plaintiff's Complaint fails to state a claim against Equifax upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

26. Plaintiff's damages, if any, were not caused by Equifax, but by another person or entity for whom or for which Equifax is not responsible.

**THIRD AFFIRMATIVE DEFENSE**

27. Equifax maintained reasonable procedures to assure maximum possible accuracy in its credit reports.

**FOURTH AFFIRMATIVE DEFENSE**

28. Equifax has complied with the provisions of the Fair Credit Reporting Act in its handling of Plaintiff's credit file, and is entitled to each and every defense afforded to it by that statute.

**FIFTH AFFIRMATIVE DEFENSE**

29. Equifax asserts that some or all of Plaintiff's claims may be pre-empted by section 1681h(e) of the Fair Credit Reporting Act.

**SIXTH AFFIRMATIVE DEFENSE**

30. Equifax has acted in good faith and without malice or intent to injure Plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

31. Plaintiff has not alleged any injury in fact.

**EIGHTH AFFIRMATIVE DEFENSE**

32. Plaintiff has not suffered any damages.

**NINTH AFFIRMATIVE DEFENSE**

33. Plaintiff's damages, if any, are caused by his own acts or omissions, or the acts or omissions of third parties other than Equifax.

**TENTH AFFIRMATIVE DEFENSE**

34. Plaintiff's claim for punitive damages is barred by the provisions of 15 U.S.C. §1681n.

**ELEVENTH AFFIRMATIVE DEFENSE**

35. Plaintiff's Complaint seeks the imposition of punitive damages. Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: BMW v. Gore, 517 U.S. 559 (1996); Cooper Indus., Inc. v. Leatherman Tool Group, Inc., 532 U.S. 923 (2001) and State Farm v. Campbell, 538 U.S. 408 (2003).

**TWELFTH AFFIRMATIVE DEFENSE**

36. Plaintiff has failed to mitigate his damages.

**THIRTEENTH AFFIRMATIVE DEFENSE**

37. Equifax reserves the right to plead additional defenses that it learns of through the course of discovery.

**FOURTEENTH AFFIRMATIVE DEFENSE**

38. Equifax asserts that some or all of Plaintiff's claims are barred by qualified immunity.

**WHEREFORE**, having fully answered Plaintiff's Complaint, defendant Equifax Information Services LLC prays for judgment as follows:

- (1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with costs taxed against plaintiff;
- (2) That Equifax be dismissed as a party to this action;

(3) That Equifax recover from Plaintiff its expenses of litigation, including attorneys' fees; and

(4) That Equifax recover such other and additional relief as the Court deems proper.

NOKES & QUINN

Dated: August 3, 2007

/s/

THOMAS P. QUINN, JR.  
Attorney for Defendant EQUIFAX  
INFORMATION SERVICES LLC

Of Counsel:

Stephanie Cope, Esq.  
Georgia Bar No: 214378  
King & Spalding LLP  
1180 Peachtree Street, N.E.  
Atlanta, GA 30309  
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**CERTIFICATE OF SERVICE**

MOHAMED ABOUELHASSAN v CHASE BANK, et al, CASE NO: C07 03951 PVT

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Orange, State of California, and not a party to the above-entitled cause.

On August 3, 2007. I served a true copy of the

**EQUIFAX INFORMATION SERVICES LLC'S ANSWER AND AFFIRMATIVE  
DEFENSES TO COMPLAINT**

☒ By depositing it in the United States Mail in a sealed envelope with the postage thereon fully prepaid to the following:

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Attorneys for Defendant Chase Bank

**☒ [COURTESY COPY] VIA EMAIL:**

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Tracy Strong, Esq. [tstrong@jonesday.com](mailto:tstrong@jonesday.com)

I hereby certify that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

I hereby certify under the penalty of perjury that the foregoing is true and correct.

/s/

YVONNE M. HOMAN

Place of Mailing: Laguna Beach, California

Executed on August 3, 2007, at Laguna Beach, California.